

INVITATION TO BID



Bid Number: 212204, BRCC Location Grounds Maintenance
Bids will be accepted until NOVEMBER 23, 2021 at 9:00 A.M.
Bids Will Be Publicly Opened: NOVEMBER 23, 2021 at 10:00 A.M.
Bid Release Date: October 19, 2021
Mandatory Pre-Bid meeting: NOVEMBER 10, 2021 as per schedule in bid.

INSTRUCTION TO BIDDERS

- 1 Bids will be accepted until NOVEMBER 23, 2021 at 9:00 a.m. Bid must be submitted to: Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806.

Baton Rouge Community College (BRCC) will open all timely submitted sealed bids at its office located at Governors Building, FRONT BUILDING ENTRANCE AREA, 201 Community College Drive, Baton Rouge, LA 70806, on NOVEMBER 23, 2021 at 10:00 a.m., in response to this Invitation to Bid. At 10:00 a.m., all Bids will be publicly opened and read aloud. ALL bid opening attendees must follow any mask requirements in place at the time of the bid opening and must maintain 6 foot social distancing.

- 2 To ensure consideration of your Bid, all Bid Packages and addenda shall be returned in an envelope or package clearly marked with the Bid title, Bid opening date and the Bid number. Baton Rouge Community College, 7515 Jefferson Highway #326, Baton Rouge, LA 70806 on or before NOVEMBER 23, 2021 at 9:00 a.m. CST . DO NOT FAX OR EMAIL YOUR BID.
3 All bid prices and information shall be typed or written in ink. Any corrections, erasures, or other forms of alteration to prices should be initialed by the Bidder.
4 Payment will be made within thirty (30) days after receipt of invoice, delivery, and authorized inspection and acceptance, whichever occurs last. Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695.
5 Bids submitted are subject to provisions of the laws of the State of Louisiana including, but not limited to, La. Title 39: 1551-1736, Chapter 17; Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms conditions, and specifications listed in this solicitation.
6 Bids shall be signed by a person authorized to bind the vendor in accordance with L.R.S. 39:1594. SEE No. 27.
7 By signing this Invitation to Bid, the Bidder certifies compliance with all Instructions to Bidders, terms, conditions, and specifications and further certifies that this Bid is made without collusion or fraud.
8 By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed at www.sam.gov .

Signature of Authorized Bidder:
(Shall be signed and dated)

Company:
(Typed or printed)

Name, (Typed or Printed)

Address

City, State, Zip

Payment Terms: _____

Telephone No. _____

Email Address: _____

Fax No. _____

STANDARD TERMS AND CONDITIONS

- 1 Bid form.
All written Bids shall be submitted on the Bid Forms provided and in accordance with the Bid package and, properly signed. Bids submitted in the following manner will not be accepted:
 - A. Bid Instructions and Bid Forms contain no signature indicating intent to be bound;
 - B. Bid filled out in pencil;
 - C. Bid not submitted on BRCC's standard Bid Package and Bid Form.
 - D. Telegraphic or facsimile bids.
- 2 Receipt of Bids.
Bids shall be received at the address specified in this Invitation prior to Bid opening time in order to be considered. Entire Bid Packages shall be returned. Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location specified. BRCC is not responsible for any delays caused by the bidder's chosen means of bid delivery. BRCC is not responsible for late deliveries that make use of BRCC's interoffice mail service.
- 3 Bid Opening.
Bidders may attend the Bid opening, but no information or opinions concerning the ultimate contract award will be given at the Bid opening or during the evaluation process. Bids may be examined within 72 hours after Bid opening. Information pertaining to completed files may be secured by visiting the BRCC Purchasing Department during normal working hours. Unsuccessful bidders submitting a response to the solicitation will be provided a copy of the tabulated results by providing a self-addressed stamped envelope with the original bid package.
- 4 Withdrawal of Bids.
A bidder may only withdraw a bid within forty-eight (48) hours after a bid opening, excluding Saturdays, Sundays and legal holidays, for good cause as for patently obvious, unintentional, and substantial mechanical, clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.
- 5 Standards of Quality.
Any product or services bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation.
- 6 New Products.
Unless specifically called for in the Invitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrated, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the Invitation.
- 7 This term contract period is for 12 months. Upon agreement of BRCC and the contractor, a term contract may be extended for four additional twelve month periods at the same prices, terms and conditions. In such cases, the total contract cannot exceed 60 months.
- 8 Prices & Delivery.
Unless otherwise specified by BRCC in the Invitation, Bid prices shall be complete, including transportation prepaid by Bidder to destination and firm for acceptance for a minimum of 45 days. Prices are to be bid on unit of measure requested, per roll, per reel, per carton, per gallon, etc., as specified in the Invitation. If accepted, prices shall be firm for the contractual period.
- 9 Taxes.
Vendor is responsible for including all applicable taxes in the Bid Price. BRCC is exempt from all state and local sales and use taxes.
- 10 Award.
A purchase order or contract will be awarded to the Bidder who has provided a responsive and responsible Bid at the most favorable Bid Price as determined by the signed Bid Form. Bid to be awarded all or none for the base bid basis to the low bidder meeting the specifications. Alternates/options may or may not be awarded based on the best interest of BRCC. BRCC reserves the right to reject individual line items from the award.

BRCC reserves the right to award items separately, grouped, on an all-or-none basis, or any combination of base bid and to reject any or all Bids and waive any informalities. The purchase order or contract, faxed, mailed, or delivered to the successful bidder is the official authorization to render services.

Base bid is the sum stated in the bid for which the Bidder offers to perform the work described as the base.

Bidders are not required to bid on optional items. Prices for optional items are for administrative purposes only.

11 Invoices.

Invoices shall be submitted to, Baton Rouge Community College, Accounts Payable, 201 Community College Drive, Baton Rouge, Louisiana, 70806 on a monthly basis and within 30 days of service. The invoice shall refer to the delivery ticket number, delivery date, purchase order number, quantity, unit price, and deliver point. A separate invoice for each order delivered and accepted shall be submitted by the contractor in duplicate. Invoices shall show the amount of any cash discount and shall be submitted on the contractor's own invoice form. Payment will be made on the basis of the unit price as listed in the purchase order/contract. Such price and payment will constitute full compensation of furnishing and delivering the contract commodities or services.

12 Purchase Order/Contract Cancellation for Cause.

BRCC has the right to cancel any contract, in accordance with its purchasing rules and regulations, for cause, including but not limited to, the following:

- (1) Failure to deliver within the time specified in the contract;
- (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition;
- (3) Misrepresentation by the contractor;
- (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with BRCC;
- (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law;
- (6) Any other breach of contract.

13 Termination of the Purchase Order/Contract for Convenience.

BRCC may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or by negotiating with the Contractor an effective date. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

14 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15 Default of Contractor.

Failure to deliver within the time specified in the Bid will constitute a default and may cause cancellation of the contract. Where BRCC has determined the contractor to be in default, BRCC reserves the right to purchase any and all products or services covered by the contract on the open market and to charge the contractor with the cost in excess of the contract price. Until such assessed charges have been paid, no subsequent Bid from the defaulting contractor will be considered.

16 Order of Priority.

In the event there is a conflict between the Instructions to Bidder or Standard Terms and Conditions or Special Terms and Conditions, the Special Term and Conditions shall govern.

17 Applicable Law.

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

18 Terms and Conditions.

This solicitation contains all terms and conditions with respect to the commodities herein, any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

19 Equal Opportunity.

By submitting and signing the Bid, Bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, religion, sex, age, national origin, handicap or disability. Bidders shall keep informed of and comply with all Federal, State and local laws, ordinances and regulations which affect his employees or prospective employees.

20 Non-Exclusivity Clause.
This agreement is non-exclusive and shall not in any way preclude BRCC from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

21 Scope of Work Inclusions.
Contractor shall include all labor, material and equipment required to produce a completed service or installation which is acceptable to BRCC.

Contractor shall furnish all necessary permits, licenses and certifications as may be required for the performance of the required services.

Contractor is responsible and shall clean up and remove from any premises where the services are performed all debris resulting from his work and shall see that BRCC's premises and items furnished are left in good order, clean and properly installed.

22 Purpose.
The purpose of this contract is to provide the specified services. The terms and conditions of this specification are incorporated into and an essential part of the services. The contractor shall perform all services in a safe manner, in a manner to conform to the highest standard of good trade practices, in accordance with applicable laws and regulations and in accordance with manufacturer's performance specifications.

23 Insurance and Indemnity.
See Exhibit A

24 Pre-Bid Inspections.
A MANDATORY PRE BID MEETING WILL BE HELD AS PER BELOW. ALL PARTICIPANTS MUST MEET ALL MASK WEARING REQUIREMENT AT THE TIME OF THE PRE BID MEETING WHEN INDOORS AND REMAIN SOCIALLY DISTANCED AT ALL TIMES.

LOCATIONS AND TIMES:

WEDNESDAY, NOVEMBER 10, 2021 BATON ROUGE AREA LOCATIONS

8:00 AM	MID CITY, FACILITY BUILDING, 201 COMMUNITY COLLEGE DRIVE (Map to building #11 is shown on Attachment C)
9:00 AM	FRAZIER, MAIN ENTRANCE, 555 JULIA STREET
10:00 AM	ACADIAN, MAIN ENTRANCE, 3250 N. ACADIAN THRUWAY E
11:00 AM	ARDENDALE, MAIN ENTRANCE, 2115 NORTH LOBDELL
12:00 PM	CENTRAL, MAIN ENTRANCE, 10700 HOOPER ROAD, CENTRAL, LA
1:30 PM	JACKSON, 3337 HIGHWAY 10, JACKSON, LA
2:30 PM	NEW ROADS, 605 HOSPITAL ROAD, NEW ROADS, LA
3:30 PM	PORT ALLEN, 3233 ROSEDALE RD., PORT ALLEN, LA

Bids shall be accepted only from those bidders that attend the Mandatory Pre Bid Meeting in their entirety.

Bidder is responsible to inspect any site required for the services and have acquainted himself with all of the local conditions under which the work will be performed. No additional compensation will be granted because of unusual difficulties which may be encountered in the execution of the work or services. Bidders are responsible to verify measurements and amount of supplies prior to submitting a bid. If vendor finds conditions that disagree with the physical lay-out as described in this bid or other features of the specifications that appear to be in error, same shall be brought to the attention of the BRCC Purchasing Department personnel prior to bid opening.

25 BRCC Inspection.
All work and services performed under this contract shall be subject to inspection by BRCC, its staff or a specialist

designated by BRCC to ensure compliance with all terms and conditions of this contract at BRCC's expense.

In the event services are rejected as unsatisfactory or failing to comply with all terms and conditions of this contract, the successful Bidder shall redo the work at its sole cost and expense, or the contract may be cancelled at the option of BRCC.

- 26 **Bids shall be accepted only from contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as**

7-32 Landscaping, Grading, and Beautification

IN ACCORDANCE LA R.S. 37:2163 ANY INTERESTED PERSON MAY OBJECT TO THE CLASSIFICATION BY SENDING A CERTIFIED LETTER TO BOTH THE BOARD AND BATON ROUGE COMMUNITY COLLEGE. SAID OBJECTION SHALL BE RECEIVED BY THE BOARD AND BATON ROUGE COMMUNITY COLLEGE AT LEAST TEN WORKING DAYS PRIOR TO THE DATE ON WHICH BIDS ARE TO BE OPENED. THE OBJECTION SHALL STATE WITH PARTICULARITY THE REASONS FOR THE OBJECTION.

IMPORTANT: In accordance with R.S. 37:2163A contractor's license number MUST appear on the bid opening envelope on all projects in the amount of \$50,000 or more (and 1\$ or more if hazardous materials are involved). For any bid submitted in the amount of \$50,000 or more, the contractor shall certify that he is licensed and show his license number on the bid.

FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY-THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID ENVELOPE.

- 27 Signature Authority.

ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE.

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS SHOULD BE ATTACHED HERETO.

3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/ AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT SHOULD BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.

- 28 It is the Bidder's responsibility to check the LaPac website frequently for any possible addenda that may be issued. BRCC is not responsible for a Bidder's failure to download any addenda documents required to complete the Invitation to Bid.

29. Materials & Workmanship.

It is the intent of these specifications to describe a complete system in satisfactory operating condition. The work will be installed in accordance with all local, state and federal codes, laws and regulations, whether called for in these specifications or not. All materials and apparatus required for the work will be new, of the quality specified, furnished, delivered, erected, connected and finished in every detail and will be so selected and arranged to fit properly in the building space. All work will be executed by competent workmen and in a thorough, substantial and workmanlike manner.

30. Experience Requirements and Project Meetings

Contractor's shall have a minimum of three (3) years of experience in all certifications required for this contract, and have a minimum of three (3) years of experience in maintaining commercial areas of comparable size. The bidder shall submit with

4 PROJECT MEETINGS

A pre-service conference shall be held between the successful bidder, their on-site representative, and the College representative, in order to clarify and direct College policy and specific items of concern as pertaining to the contract.

Progress meetings shall be scheduled at the discretion of the College Representative as least quarterly to discuss progress of the contract work.

5 COORDINATION

By the 1st working day of each month the contractor will supply the following information to BRCC's Facilities Department:

- List of work completed in previous month
- Checklist of work completed with dates of completion
- Schedule of current month work to be done

The successful bidder will meet with BRCC Facilities staff quarterly to review work progress.

The successful bidder shall coordinate a service schedule with the College representative so as not to interfere with the ongoing operation of the College. If for any reason that the shutdown of utilities is required for the work described under this contract, it is imperative that the College representative be consulted.

6 SUPERVISION

The Contractor shall provide consistent, capable supervision at ALL TIMES when services are being performed. A site manager shall be available when services are being performed.

7 QUALITY ASSURANCE

The Contractor shall use materials of quality acceptable to the College Representative that meets all applicable regulations and specifications of this contract. The Contractor shall remove and replace all material delivered to any site on the campus which, in the opinion of the College, does not meet specifications and quality.

The College expects quality workmanship and only those who are qualified to perform the tasks in their respective trades are acceptable. The term qualified is understood to mean "Journeymen" skilled in their respective trades. The Contractor shall correct, at no additional expense to the College, any work performed which is deemed unacceptable, or not according to code, or the technical specifications. Correction or incomplete work shall be rectified within twenty-four (24) hours of notification.

Contractor's shall have a minimum of three (3) years of experience in all certifications required for this contract, and have a minimum of three (3) years of experience in maintaining areas of comparable size. The bidder shall submit with their bid a list of references on the sheet provided.

8 TRAFFIC CONTROL

When parking on campus, it shall be the responsibility of the contractor to insure that no sidewalks or access ways are blocked at any time. If temporary blocking is required, the contractor shall assume the responsibility for the safe transit of all disabled persons.

9 PROTECTION

The Contractor shall protect automobiles, adjacent buildings, and building elements from damage during the time services are being performed. This includes, but shall not be limited to, windows, the protecting of trees, shrubs, vegetation, lawn areas, water features, etc. The contractor shall restore any damage to the original condition without any additional cost to the College.

10 SAFETY

The Contractor shall, at all times, provide adequate protection to safeguard the buildings, grounds, walkways, roadways, and all personnel and property on the premises from damage or injury. Any special instructions to the contractor from the College to ensure such protection shall be immediately complied with in each and every instance. The Contractor shall be responsible for any damage or injury to persons or property that may occur in the execution of the services under this contract.

The Contractor, if required, shall provide signs, continuous barricades, etc., to identify the work site and restrict entry to any areas being services.

11 STORAGE OF EQUIPMENT

The Contractor shall be responsible to store all equipment and/or supplies used to satisfy the requirements of this contract. Baton Rouge Community College will not assume any responsibility for items that are lost, stolen, damaged, or vandalized

while on campus.

12 WORK CONDITIONS

The Contractor shall be responsible for promptly notifying the College if any conditions exist beyond the Contractor's control that are encountered which would adversely affect overall grounds maintenance and other landscape services.

13 WORK ACTIVITY

The College reserves the right to adjust work activity and areas noted within the contract.

14 CONTRACT PERFORMANCE

Satisfactory Level - The determination of acceptable work shall be based on performance in accordance with the specifications and the satisfactory appearance of the campus at the judgment of the College representative. Performance shall be evaluated and corrections shall be made if required. In no case shall the next cut, trim, edge or weed control begin prior to the completion of the previous cut, trim, edge or weed control.

The on-site supervisor specified by the Contractor shall be fully familiar with the scope of work and systematically inspect and review on a continuous basis the various work activities.

15 INDEPENDENT CONTRACTOR

The Contractor shall perform this work in the capacity of an independent contractor. Any and all subcontractors shall not be allowed to perform or complete work in this contract.

16 ACCESS TO FACILITY

The Department of Facility Services for the College shall have the right to require the Contractor to remove from the premises such employees deemed incompetent, careless, or otherwise unsatisfactory for the performance of work.

Use of foul language by any employee of the Contractor, and sexual harassment of faculty, staff, students and visitors by any employee of the Contractor, shall not be tolerated. Any report received by the College of the aforementioned activities shall result in the request to remove that employee from service to the campus immediately. Any employee requested to be removed from service to our campus shall not be allowed to return under any circumstances.

17 PARKING

All vehicles shall be clearly identified as belonging to the Contractor. All vehicles must be registered with the College's Public Safety Department.

18 PERMITS, LICENSES, CERTIFICATIONS

The Contractor shall have all required agricultural licenses and certifications required to perform the services identified in the scope of work. Proof of license and certification must be submitted within 5 days of request. Licenses and certifications shall include, but not be limited to the following:

- 1) **Louisiana State Contractor's License; with a specialty classification in Landscaping, Grading, and Beautification (MUST APPEAR ON BID ENVELOPE)**
- 2) Landscape Horticulturist License with the Louisiana Horticultural Commission
- 3) Arborist License
- 4) Pesticide License Contractor must be certified and licensed. Vendor must possess a ground owner operator's license and employ a commercial pesticide application with a category III pesticide certification.

Personnel performing the services and inspections must be licensed, as required by the State of Louisiana. **A copy of these licenses shall be presented as part of the bid.** Failure to submit a copy of the licenses may be cause for bid not to be considered.

For contracts of \$50,000 or greater, the Bidder certifies that he meets all licensing requirements of this State and is duly and currently licensed under LA R.S. 37:2151-2163 of the state of Louisiana. The name of the Bidder shown herein shall correspond with the official name on the license. **The bidder MUST write their Louisiana Contractor's License Number on the outside of the envelope the bid is submitted in.** Failure to do so shall result in bid not being opened, read, or considered.

19 SITE MAPS

A map of each campus can be found at the following link: <http://www.mybrcc.edu/map/index.php> . Vendor must inspect jobsites to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree

with the physical layout as described in the solicitation, or other features of the specifications that appear to be in error, same shall be brought to the attention of BRCC Purchasing Department no later than 7 days prior to the bid opening.

20 NORMAL SITE OPERATIONS

Normal operation for Facility Services is 7:30 AM through 4:30 PM. Personnel provided by the Contractor for grounds maintenance work pertinent to this contract may perform services at any time during daylight hours. Consideration shall be given to the use of weed trimmers and other small gas powered lawn and grass cutting equipment around the College buildings and sidewalks when classes are in session. These areas close to buildings shall be done on weekends to avoid student traffic and class interruption. Access to perform the scope of work under this contract will be seven (7) days a week.

21 EQUIPMENT MAINTENANCE

The Contractor is fully responsible for ensuring that all equipment owned by their firm is in proper working condition to perform the required work. All safety guards shall be in good condition and in place during use of equipment.

22 SUPPLIES & MATERIALS

The Contractor shall supply necessary expendable commodity supplies necessary to complete all work identified in the scope of work. Commodity supplies include, but are not limited to items such as pesticides (as described for fire ants, mole crickets, chiggers, chinch bugs and similar pests), herbicides, trash bags, fuel and oil for Contractor owned equipment, and trimmer string.

23 ACCOUNTABILITY

The Contractor shall be fully accountable for the chemicals used and the manner in which they are used for work under this contract. The Contractor shall complete the necessary documents to track the amount of supplies used and make the data available to the College Representative. The Contractor shall ensure that their work and methods do not cause environmental impact to the property and meet all City, State, and Federal Regulations governing questions associated with this contract. The Contractor shall provide a list of chemicals along with MSDS to be used on campus and have this list approved by the College Representative. No chemicals may be brought on campus without prior approval by the College Representative. The Contractor shall meet all the requirements of the State of Louisiana.

24 REPORTING OF SPILLS

All spills or waste, chemicals, or hazardous materials must be immediately reported to the College Representative.

25 DISPOSAL OF SUPPLIES/CHEMICALS

The disposal of all commodity supplies and chemicals shall conform to all Local, State, and Federal Rules and Regulations and shall be solely the responsibility of the Contractor. The Contractor shall be responsible for picking up empty packaging from commodity supplies used for the services under this contract and dispose of items in an environmentally safe manner.

26 CHEMICALS, INSECTICIDES, HERBICIDES – BRCC must be notified in writing prior to application of any chemicals, insecticide and herbicides

26.1 All personnel involved in the handling and application of chemical insecticides and herbicides or other regulated materials shall be properly trained, certified, and if required be licensed by the governing authorities.

26.2 All certifications and licenses must be maintained as current during the entire contract term.

26.3 **Copies of certifications and licenses shall be provided to Baton Rouge Community College with the bid form. Any revocation of certification/licensure must be conveyed to the College within forty-eight (48) hours of receipt of notification of such.**

26.4 Material Safety Data Sheets must be provided to the Director of Environmental Health and Safety prior to use of any chemicals.

26.5 NO “Restricted Use” pesticides shall be purchased or utilized at Baton Rouge Community College.

26.6 All pesticide and herbicide applications must be in accordance with manufacturer and label instructions and must additionally consider minimization of environmental impact.

26.7 Personnel protective equipment required to shield against unintended employee exposure must be supplied by the contractor and must be utilized as necessary during preparation, application, or storage.

26.8 Pesticide use shall be based on the Integrated Pest Management System to the greatest extent feasible. The system

utilizes biological, cultural, physical and chemical tools to minimize economic, health and environmental risks.

26.9 Application records must be maintained in accordance with State and Federal regulations, particularly Subchapter N, Part 167 of Louisiana Pesticide Law. Additionally, copies of all pesticide (if any) and herbicide application records must be submitted to the College Representative upon request.

27 UNIFORMS

All contract personnel shall be required to wear uniforms with company patches or other identifying clothing which has to clearly identify the personnel as being an employee of the Contractor. T-shirts with company logo are acceptable.

Bid to be awarded all or none basis for the base bid to the low bidder meeting the specifications. Options are for administrative purposes only. BRCC reserves the right to reject individual line items from the award.

BID FORM

To provide all labor, tools, materials, and equipment, to perform all required work for grounds maintenance for Baton Rouge Community College as per the specifications, statement of work – attachment A, and drawing of this ITB. The ITB will be awarded on the low total of items A-F to the most responsive and responsible bid.

A) ANNUAL REGULAR GROUNDS MAINTENANCE PRICES: contractor cuts all grass, trims, edges, and weed control at all campuses/sites using their employees to perform services under the contract using the contractor’s equipment. See attachment A. All locations listed are cut, trimmed, edged and weed control.

ANNUAL

FEBRUARY:	Two cuts, two trim, two edge and two weed	\$ _____
MARCH:	Three cuts, three trims, three edge and three weed	\$ _____
APRIL:	Four cuts, four trims, four edges and four weed	\$ _____
MAY:	Four cuts, four trims, four edges and four weed	\$ _____
JUNE:	Four cuts, four trims, four edges and four weed	\$ _____
JULY:	Five cuts, five trims, five edges and five weed	\$ _____
AUGUST:	Four cuts, four trims, four edges and four weed	\$ _____
SEPTEMBER:	Four cuts, four trims, four edges and four weed	\$ _____
OCTOBER:	Four cuts, four trims, four edges and four weed	\$ _____
NOVEMBER:	Three cuts, three trim, three edge and three weed	\$ _____
DECEMBER:	One cut, one trim, one edge and one weed	\$ _____
JANUARY:	One cut, one trim, one edge and one weed	\$ _____

TOTAL COST FOR (A) ANNUAL PRICE to cut, trim, edge & weed all locations

February - January: \$ _____

B) SEPARATE ANNUAL PRICE FOR FERTILIZING AS DESCRIBED IN ATTACHMENT A #7 FOR ALL SITES.

\$ _____/EACH X 2= \$ _____

C) SEPARATE ANNUAL PRICE FOR PEST ERADICATION (BRAODCAST ANT TREATMENT) AS DESCRIBED IN ATTACHMENT A #8 FOR ALL SITES.

\$ _____/EACH X 1= \$ _____

D) SEPARATE ANNUAL PRICE FOR HEDGE AND SHRUB TRIMMING AS DESCRIBED IN ATTACHMENT A #9 FOR ALL SITES.

\$ _____ /EACH X 4 = \$ _____

E) SEPARATE PRICE PER CUT FOR ZERO TURN RADIUS CUTS AT ARDENA. Cuts to be completed with annual grounds maintenance items listed in section A. See attachment A # 10

\$ _____ / EACH PER CUT ESTIMATE NEEDED PER YEAR X 39 = \$ _____

BASE BID TOTAL FOR AWARD A-E: \$ _____

OPTIONAL PRICES ARE FOR ADMINISTRATIVE PURPOSES ONLY AND WILL NOT BE USED IN THE AWARD PROCESS.

F) OPTION # 1 SEPARATE PRICE PER CUT FOR BUSH HOGGING AT CENTRAL (DESCRIPTION See attachment A # 11)

\$ _____ / EACH PER CUT ESTIMATE NEEDED PER YEAR X 4= \$ _____

G) OPTION # 2 SEPARATE PRICE PER CUT FOR BUSH HOGGING AT PORT ALLEN (DESCRIPTION) SEE ATTACHMENT A # 12

\$ _____ / EACH PER CUT ESTIMATE NEEDED PER YEAR X 4 = \$ _____

OPTION # 1 \$ _____

OPTION # 2 \$ _____

A separate price is requested to add a service if need each location. These prices are for administrative purposes and will not be used in the award process.

ADD a single fire ant eradication per mound at any location \$ _____

ADD broadcast fire ant treatment at Mid City \$ _____

BRCC Mid-City
ADD One cut, one trim, one edge and one weed \$ _____

BRCC Frazier
ADD One cut, one trim, one edge and one weed \$ _____

BRCC Acadian
ADD One cut, one trim, one edge and one weed \$ _____

BRCC Hooper
ADD One cut, one trim, one edge and one weed \$ _____

BRCC Jackson Folkes

ADD One cut, one trim, one edge and one weed \$ _____

BRCC New Roads Jumonville

ADD One cut, one trim, one edge and one weed \$ _____

BRCC Port Allen

ADD One cut, one trim, one edge and one weed \$ _____

BRCC Ardendale Location (Auto Training Center & Auto Collision)

ADD One cut, one trim, one edge and one weed \$ _____

The College desires to receive pricing for additional services not specified in Attachment A, Statement of Work. If requested by the College, the Contractor will perform these additional services and will be compensated in accordance with prices shown below.

<u>LABOR CLASS</u>	Straight Time Rate/Hour	Overtime Rate/Hour
LABORER	\$ _____	\$ _____
HORTICULTURALISTS	\$ _____	\$ _____
ARBORIST	\$ _____	\$ _____

LIST OF REFERENCES:

- 1) Company Name _____ Contract Administrator _____
City _____ Phone Number _____
Indicate area of acreage _____ Time Period Serviced _____

- 2) Company Name _____ Contract Administrator _____
City _____ Phone Number _____
Indicate area of acreage _____ Time Period Serviced _____

- 3) Company Name _____ Contract Administrator _____
City _____ Phone Number _____
Indicate area of acreage _____ Time Period Serviced _____

**ATTACHMENT A
STATEMENT OF WORK**

Furnish all labor, tools, materials, equipment, and supervision to provide grounds maintenance for Baton Rouge Community College locations:

BRCC Mid-City Campus, 201 Community College Drive, Baton Rouge, 70806

(Does not include area around LCTCS Building on South Foster but does include large green space of area formerly the 'Cox' building on Florida Blvd. side of campus)

BRCC Frazier, 555 Julia Street, Baton Rouge, 70802

BRCC Acadian, 3250 N. Acadian Thruway E., Baton Rouge, 70805

BRCC Ardendale (ATC & ACC), 2115 North Lobdell, Baton Rouge, LA 70806

BRCC Hooper, 10700 Hooper Road, Baton Rouge, 70818

BRCC Jackson, 3337 Highway 10, Jackson, LA 70748

BRCC Jumonville, 605 Hospital Road, New Roads, LA 70760

BRCC Port Allen, 3233 Rosedale Road, Port Allen, LA 70767

(The LCTCS Building and immediate surroundings are not included in the scope of work for this bid.)

1 MAINTAINING THE GROUNDS

1.1 In the Bid, the Contractor shall provide all labor, tools materials, equipment, and supervision to maintain all grounds at all Baton Rouge Community College locations listed, including grass cutting, trimming, edging, weed control, fertilizing, clearing, spraying/spreading pesticides and herbicides. Work shall include **fence lines**, if present, at each location.

1.2 A COMBINED MONTHLY PRICE is desired for the BID PRICE for:

- Grass cutting as described in #2
- Trimming as described in #3
- Edging as described in #4
- Weed Control as described in #5

1.3 SEPARATE ANNUAL PRICING is desired for:

- Fertilizing as described in #7
- Pest Eradication as described in #8
- Hedge and shrub trimming as described in #9

1.4 Clearing as described in #6 shall be included in the price of all services.

1.5 The Contractor shall provide a price to add one cut (#2), one trim (#3), one edge (#4) and one weed (#5).

1.6 The Contractor shall provide a price to add a single fire ant eradication per mound as described

in #8

- 1.7 Pine cones, etc. can be mulched by mowers but no debris shall be piled up on any hard surface (walkways, parking, etc.), near any fence, near any brush or tree or in any area on BRCC property. Mulch pine cones and/or debris must not be accumulated in any area.

2 GRASS CUTTING

All grass shall be cut at the frequency given. The College reserves the right to change the desired cutting height. All grass must be evenly cut without visible clumping.

Any grass/turf that cannot be cut with a mower shall be trimmed with a trimmer (weed eater).

Damage, ruts, or tearing up to grass/turf areas shall be repaired within 2 business days. Vendor is responsible for paying to repair damage to existing irrigation system that occur while performing the contract services. Damage must be repaired within 4 working days.

3 TRIMMING

Trimming will be required around the buildings, trees, flower beds, roadways, fences, **fence lines**, and other places not accessible by mowers at the frequency given. Maintain all shapes and configurations of plant beds. Provide a clean mechanically edged trench line between all grassed and mulched areas. The use of weed trimmers around buildings, vehicles, parking lots, and general public walk areas shall be performed at a time and in a manner that reduces the risk of damaging property or injuring personnel from flying debris.

4 EDGING

All areas will be edged at the frequency given. All edges along curbs, walks, streets and public roadways shall be neatly edged using a mechanical edger or weed trimmer with a nylon filament line.

5 WEED CONTROL

Weed control (weeding) is the eradication of all weeds, including but not limited to, crab grass, broad leaf weeds, torpedo grass, dollar weed, nut sage, goose grass, **clover**, etc.,. Weed control turf, landscaped areas, around shrubbery and trees, in and around parking lots, along sidewalks and road ways, around buildings, signs, and fences. Turf areas must be sprayed with an herbicide **in February, May and August** for eradication of all weeds, including but not limited to, crab grass, broad leaf weeds, torpedo grass, dollar weed, nut sage, goose grass, clover, etc. The herbicide used must have some residual qualities for clover.

Mechanical or chemical applications shall be used for cracks and crevasses in all asphalt and crushed limestone parking lots and all concrete sidewalks on campus.. If chemical weed control is used, the contractor shall not allow larger than a 1" line along sidewalks, roadways, around buildings, signs and fences from where grass meets the object mentioned. Application must be done monthly at Mid-City and Ardendale. Application must be done at least quarterly at all other BRCC locations.

6 CLEARING

Clearing shall be included in the price for all services above: grass cutting, trimming, edging, and weed control. Clearing refers to the removing of all debris generated by grass cutting, trimming, edging, and weed control. This shall be done at the same time as the service is performed.

7 FERTILIZNG

A separate annual price is desired for fertilizing. The contractor shall fertilize areas of grass TWICE in this contract, late fall and late spring. Fertilizer used shall be designed for the time of application and the types of

grass. Application must be in accordance with manufacturer and label directions. MSDS must be submitted and approved. All grass shall be fertilized.

All chemical applications must be scheduled with BRCC prior to work being done.

8 PEST ERADICATION

The Contractor shall provide pest eradication services for fire ants for all locations. The frequency of these services shall be as follows: An initial treatment of all fire ant mounds shall be completed within thirty (30) days of the contract award and shall be repeated at 6 month intervals after the initial treatment. The treatment shall include broadcast treatment for all grass areas with a product that controls ants for 4-6 months. Individual mound treatments shall follow as needed for the remainder of the contract. The cost of pest eradication described in this section shall include the cost of the chemicals and application.

All chemical applications must be scheduled with BRCC prior to work being done.

9 HEDGE AND SHRUB TRIMMING

The Contractor shall be required to trim all hedges and shrubs quarterly per year. Shrubbery shall be trimmed and pruned in accordance with best horticulture practices to maintain shape. Prune spring-flowering shrubs immediately after blooming.

Awarded vendor shall maintain a checklist as detailed below and provide it to BRCC monthly. Checklist must include dates that work was completed. BRCC will verify that work was done in accordance to these specifications. Failure to provide a work product that does not meet specifications may delay payment of invoices.

- All grass areas at each location shall be cut using a mower or trimmer. There shall be no areas that have overgrown grass or areas that are not cut at the same time as other areas
- Trimming around the buildings, trees, flower beds, roadways, fences, and other places not accessible by mowers at the frequency given
- Edging all curbs, walks, public roadways and streets shall be neatly edged using a mechanical edger or weed trimmer with a nylon filament line.
- Pest Eradication
- Fertilization

All chemical applications must be scheduled with BRCC prior to work being done.

Stipulated Damages

If services are not in conformity or not performed within the requirements of the contract including specifically the above checklist, the Contractor agrees to pay stipulated damages.

For each occurrence of a service not completed as per these specifications and/or the checklist, Contractor agrees to pay the sum of \$100.00 per occurrence/location thereof for which service was not provided as per the specifications. This is not a penalty, but stipulated damages.

Contractor agrees that the amount of stipulated damages will be deducted from payments for the work under this contract. The Contractor shall be liable for stipulated damages in excess of amounts due the Contractor under this contract.

10. ADDITIONAL CUT AREA AT ARDENDALE (ZERO TURN RADIUS CUT)

Area to be cut in addition to original contract is the space that is located west, northwest of the Ardendale ATC building. It is the lawn located between the EBR Career and Technical Center and the BRCC Ardendale Automotive Training Center and the Automotive Collision Center. This space should be cut as scheduled along with every occurrence of cuts at the property.

OPTIONAL ITEMS PRICES FOR ADMINISTRATIVE PURPOSES ONLY

11. BUSH HOGGING AREA AT CENTRAL

Area to be cut in addition to the original contract is the space located west of the BRCC Central site located at 10700 Hooper Rd.. The space extends from the SW retention pond to a 25' set back from Lovett Rd., to 275' south of Lovett Rd.. The space in question is shaped in a backwards "L" adjacent to our current developed site, and is bog-like. This space should be cut seasonally or four (4) times a year as requested.

12. BUSH HOGGING AREA AT PORT ALLEN

Areas to be bush hogged at our Port Allen site are located immediately south of the West Baton Rouge bus depot, and south of the CDL parking pad. Depth and width of both areas will need to be determined. We will require four cuts in these areas a year.

ATTACHMENT B

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may

arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

ATTACHMENT C – MAP TO FACILITIES BUILDING # 11 ON MAP AT MID CITY CAMPUS

